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Official Public Records

Tarrant County Texas

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Suzanne Henderson

Suzanne Henderson
AMENDMENT TO OIL, GAS AND MINERAL LEASE
(To Extend the Primary Term and Amend Certain Provisions)

State: Texas **Electronically Recorded**
Chesapeake Operating, Inc.

County: Tarrant

Lessor: Arlington Matlock Partners, Ltd.
511 East Carpenter Freeway, #200
Irving, TX 75062
Attn: Mr. Mike Bailey

L0220775

Lessee: Chesapeake Exploration, L.L.C., successor by merger to
Chesapeake Exploration Limited Partnership
6100 N. Western Avenue
Oklahoma City, Oklahoma 73118

Effective Date: March 1, 2009

By Oil, Gas and Mineral Lease (the "Lease") with an effective date of April 30, 2007, Lessor leased to Lessee the lands in the County and State named above called to be 70.665 acres on Exhibit D thereto (the "Leased Premises"), and which are more particularly described on Exhibit "A" attached hereto and made a part hereof. Lessor and Lessee hereby agree that the Lease and this Amendment cover and include all land owned or claimed by Lessor adjacent or contiguous to the lands described on the attached Exhibit "A". Said additional acreage to be included in the Leased Premises has been calculated to be 80.684 net mineral acres. A Memorandum of the Lease is recorded at D207169933, of the Official Public Records of the County and State named above.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.

The Lease provides for an original Primary Term of twenty-four (24) months from April 30, 2007, which Primary Term will expire on April 30, 2009. Lessor and Lessee desire to extend the Primary Term and amend certain provisions of the Lease. For adequate consideration, Lessor and Lessee stipulate, acknowledge and agree as follows:

1. The Primary Term of the Lease is extended for a period of nine (9) additional consecutive months from its original expiration, such that the Primary Term of the Lease will terminate, in the absence of drilling or production operations, as provided for in the Lease and herein, on January 30, 2010.
 2. Paragraph 3 of the Lease is hereby amended to delete references to twenty-five percent (25%) and in all cases the number twenty-five and one-half percent (25.5%) shall be substituted in lieu thereof. This Amendment increases the royalty interest payable under the Lease from twenty-five percent (25%) to

twenty-five and one-half percent (25.5%).

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3. Paragraph K (q.)(iii) of the Lease is deleted in its entirety and in lieu thereof the following is substituted:

Lessee shall tender and pay the Lessor as surface damages for reasonable and customary use an amount equal to the greater of \$400.00 per rod for Transmission Route, or such market value amount as is established by a licensed real estate appraiser. Such damage payment shall be paid prior to the construction of any proposed and approved Transmission Route, and shall be in addition to any surface damages incurred by a carrier pipeline.

4. Paragraph R of the Lease is amended by deleting references to two percent (2%) and in all cases the number two and eighty-five one-hundredths percent (2.85%) shall be substituted in lieu thereof. The overriding royalty interest set forth in Paragraph R of the Lease is increased from two percent (2%) to two and eighty-five one-hundredths percent (2.85%) of oil, gas or other gaseous hydrocarbons produced and saved from all such Unit Wells and Off-Site Wells. All other provisions of Paragraph R remain unchanged.
5. Lessee shall tender and pay to Lessor as compensation for ordinary and reasonable surface damages a one-time amount equal to two hundred thousand dollars (\$200,000.00) for the construction and subsequent use of 1.) a single Access Road (as referenced in the Lease and further detailed below); and 2.) a single Well Site, both wholly located within the Identified Parcel, but all as set forth on and limited on the survey plat attached as Exhibit "B".
6. Paragraph K(e.) of the Lease is modified to require the additional standards set forth below in this Paragraph 6.
- a. Should Lessor determine that the Access Road needs be realigned or adjusted in the future, Lessee shall make the requested changes at Lessee's sole cost and expense within thirty (30) days of Lessor's written request. Realignments shall be commercially reasonable and fully allow Lessee's continued operations, and for ingress and egress to continue in an efficient matter.
 - b. Lessee shall pave with concrete the driveway apron and approach areas and the first thirty (30) linear feet of the Access Road from Arbrock Road toward the Well Site, and maintain such driveway, curb cuts, approach and apron consistent with City of Arlington Regulations. In addition, Lessee shall construct the first thirty (30) linear feet to a width of thirty (30) feet, with the remainder of the Access Road limited to twenty-four (24) feet in width.
 - c. Lessor, Lessor's tenants, successors and assigns may make joint use of the driveway for purposes of any commercial or other development on the

Leased Premises.

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- d. All Well Site operations must always utilize the same Access Road.



7. Notwithstanding any terms or provisions of the Lease or its Exhibits to the contrary, that portion of the Well Site constituting the actual drill site area shall be no greater than two and nine-tenths (2.9) acres during drilling and completion operations and shall be no greater than two (2.0) acres (see "reclaim area" on Exhibit B) for a production site upon completion of drilling operations from the Identified Parcel to the extent at least nine (9) Wells (be they Unit or Off-Site Wells) are completed as producers and require surface facilities; otherwise such production site area shall be reduced to no greater than one (1.0) acre (see "drill site" and "production site" areas on Exhibit B). The reduction shall occur within thirty (30) days after the drilling rig is released from the Identified Parcel and Lessee files its completion report with the Railroad Commission.
8. The second sentence of Paragraph K(f.) of the Lease is amended to delete the eighteen (18) month limitation and in lieu thereof sixty (60) months is substituted.
9. Lessee desires to construct a new frac pit/tank on said lands for use with its drilling operations on the Well Site as the "Frac Pit", which shall be located on the Identified Parcel as described in and limited to the attached Exhibit B. Lessor and Lessee desire to enter into an agreement for the authorization for the Frac Pit, ingress and egress to the Frac Pit, construction and operation of water pipelines, and generally the use of the surface for operations of the Frac Pit and for the payment of reasonable and customary damages in connection with operations of the Frac Pit. The Frac Pit, together with the Access Road and drill site, shall constitute a "Well Site" as such term is addressed in the Lease and this Amendment.
 - a. All restrictions contained in Section K of the Lease shall expressly apply to the Frac Pit.
 - b. This Agreement respecting the Frac Pit shall be for a term of Five (5) years.
 - c. Lessee agrees to pay Lessor \$4,000.00 per month for years 1 and 2 and \$5,000.00 per month for years 3, 4 and 5 for the use of the Frac Pit, for the contract period of the Five (5) years. Monthly payments will commence upon the earlier of 1.) zoning approval from the City of Arlington or 2.) six (6) months from the date of execution of this document; provided, however, prior to beginning any site work for construction of the Frac Pit or otherwise applying to the City of Arlington for building or other operation permits related to the Frac Pit, Lessee shall prepay to Lessor the first full year of rentals associated with the Frac Pit, and following such twelve (12) months of use, the rental paying date for the monthly rental shall be made payable in advance on the first day of each calendar month. Failure to pay when due and after five (5) days notice of default by Lessor shall constitute a termination of Lessee's rights to use the Frac Pit as set forth in this Amendment.

- d. The consideration and rental paid hereunder shall cover normal damages caused by Lessee's reasonable and customary operations of a Frac Pit on the Identified Parcel.
- e. Lessor reserves the right to submit and negotiate claims for extraordinary damage to the surface of the Identified Parcel in connection with the Well Site (including the Frac Pit or the pad site), Lessee agrees to negotiate in good faith and on commercially reasonable standards in connection with permanent damages to the land caused by Well Site operations, exempt oil field waste, storage, treatment or disposal treatment, or other operational fluids stored on the Identified Parcel or any other effect on the Leased Premises. Lessor waives any rights to defend such surface damages by pro-offering evidence of the increased market value of the surrounding lands at the time such damage calculation is made.
- f. Prior to closure of the Frac Pit, Lessee shall conduct tests of the background soil at the bottom and on the side walls of the Frac Pit and submit those to Lessor along with an engineer's Phase I Environmental Site Assessment and an appropriate Phase II Environmental Site Assessment containing surface and subsurface sampling and analysis reflecting the environmental compliance of the property. To the extent the background levels indicate contamination above the Texas Risk Reduction Tier One Standards for Residential Property, Lessee shall undertake a remediation program consistent with Texas Commission on Environmental Quality then existing regulations to bring the Identified Parcel into compliance with the Tier One Residential Standards. All remediation and closure activities shall be fully completed within the period of six (6) months after the non-use of the Frac Pit. It is anticipated that the removal of soil and the back fill with clean fill would be conducted in lieu of remediation in place or any other time based or capping remediation program.
- g. Upon abandonment of the Frac Pit, but after the reports required in Item f. above are complete, Lessee agrees to promptly and immediately restore the premises to as near as practical its original condition and to continue to pay the rental set forth herein until such time as lands are so restored. Restoration shall include the deposit of clean, compacted fill. Lessee shall provide Lessor with a Geotechnical Study for the Frac Pit area reflecting soil stability at least equal to the un-disturbed areas of the Identified Parcel.
- h. Development plans, construction drawings, profiles and schematics submitted to the City of Arlington shall be supplied simultaneously to Lessor. Lessee shall not submit any platting requests without Lessor's prior written consent.



10. **Taxes.** Lessee shall pay any and all property taxes levied or assessed by any governmental authority upon Lessee's equipment, improvements or to the extent the pad site or Frac Pit become separate tax parcels. Lessee shall also pay or reimburse Lessor for any increase in the real property taxes levied against the property as a result of the installation or operation of Lessee's facilities on the Identified Parcel. The parties agree to fully cooperate to obtain any applicable tax abatements with respect to the Identified Parcel. Further, the parties agree to cooperate in allocating taxes pursuant to this provision.

The Lessor does by these presents ratify, confirm and adopt the Lease and the addendum thereto as amended hereby, and do further grant, let, lease and demise unto the Lessee all of the land described therein, together with all rights thereunder, under the same terms and conditions contained in the original lease, except as herein amended.

[Signature page follows.]



LESSOR:

Arlington Matlock Partners, Ltd.

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Chesapeake Operating, Inc.

By: Windstar Development Group,
its General Partner

By: Michael V. Bailey, Vice President

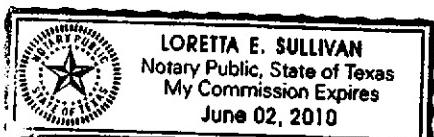
LESSEE:

**Chesapeake Exploration, L.L.C., successor
by merger to Chesapeake Exploration
Limited Partnership**

By: Henry Hood
Title: Senior Vice President, Land and Legal &
General Counsel

STATE OF TEXAS
COUNTY OF Dallas

This instrument was acknowledged before me, the undersigned notary public, on March 12, 2009, by Michael V. Bailey, Vice President of Windstar Development Corp., general partner of Arlington Matlock Partners, Ltd., a Texas limited partnership, on behalf of said limited partnership.



STATE OF Oklahoma
COUNTY OF Oklahoma

This instrument was acknowledged before me, the undersigned notary public, on March 13, 2009, by Henry J. Hood, Senior Vice President, Land and Legal & General Counsel, of and on behalf of Chesapeake Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, successor by merger to Chesapeake Exploration Limited Partnership, on behalf of said company.



Lauren Trull
Notary Public, State of Oklahoma

EXHIBIT "A"

LEGAL DESCRIPTIONS

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TRACT I

BEING 31.166 acres of land located in the R.R. Ramey Survey, Abstract No. 1343, Tarrant County, Texas, being Tract 2 of Tract 6 as described in the deed to South Mayfield, L.L.C., a Texas Limited Liability Company, recorded in Volume 12165, Page 2101, Deed Records, Tarrant County, Texas. Said 31.166 acres of land being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod stamped Beasley RPLS 4050 set in the West line of a tract of land described in the deed to Texas Electric Service Company recorded in Volume 5413, Page 517, Deed Records, Tarrant County, Texas, said iron rod being the Northeast corner of said Tract 2 and being in the South line of the City of Arlington Right of Way and Easement as described in Volume 9065, Page 1734, Deed Records, Tarrant County, Texas;

THENCE South 00 degrees 27 minutes 16 seconds East, along the West line of said Texas Electric Service Company tract a distance of 2,579.21 feet to an X cut in concrete at the Southwest corner of said Texas Electric Service Company Tract and being the Southeast corner of the City of Arlington Permanent Right of Way as described in Volume 14322, Page 268, Deed Records, Tarrant County, Texas;

THENCE along the South and West lines of said City of Arlington Permanent Right of Way the following courses and distances:

North 89 degrees 40 minutes 48 seconds West, along the South line of said City of Arlington Permanent Right of Way a distance of 540.62 feet to an X cut in concrete at the Southwest corner of said City of Arlington Permanent Right of Way;

North 00 degrees 09 minutes 42 seconds East, along the West line of said City of Arlington Permanent Right of Way a distance of 2,030.49 feet to a 1/2 inch iron rod stamped Beasley RPLS 4050 set at the Northwest corner of said City of Arlington Permanent Right of Way and being the Southwest corner of the City of Arlington Right of Way and Easement as described in Volume 9065, Page 1749, Deed Records, Tarrant County, Texas;

THENCE South 89 degrees 50 minutes 18 seconds East, along the North line of said City of Arlington Permanent Right of Way and the South line of said City of Arlington Right of Way and Easement a distance of 5.00 feet to a 1/2 inch iron rod stamped Beasley RPLS 4050 set at the Southeast corner of said City of Arlington Right of Way and Easement;

THENCE along the East line of said City of Arlington Right of Way and Easement the following courses and distances:

North 00 degrees 09 minutes 42 seconds East, a distance of 83.05 feet to an X cut in the concrete sidewalk at the beginning of a curve to the left;

Northerly, 65.64 feet, along said curve to the left, having a radius of 430.00 feet, a central angle of 08 degrees 44 minutes 47 seconds and a chord bearing North 04 degrees 12 minutes 41 seconds West 65.58 feet to an X cut in the concrete sidewalk;

THENCE North 00 degrees 09 minutes 42 seconds East, a distance of 399.06 feet to a 1/2 inch iron rod stamped Beasley RPLS 4050 set in the South line of the City of Arlington Right of Way and Easement as described in Volume 9065, Page 1734, Deed Records, Tarrant County, Texas;

THENCE South 89 degrees 47 minutes 30 seconds East, along said South line a distance of 512.88 feet to the POINT OF BEGINNING, containing 31.166 acres of land, more or less.

The bearings recited hereon are oriented to the West line of said Texas Electric Service Company Tract.

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TRACT II

BEING 37.750 acres of land located in the R.R. Ramey Survey, Abstract No. 1343, Tarrant County, Texas, being Tract 1 of Tract 6 as described in the deed to South Mayfield, L.L.C., a Texas Limited Liability Company, recorded in Volume 12165, Page 2101, Deed Records, Tarrant County, Texas. Said 37.750 acres of land being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod stamped Beasley RPLS 4050 set in the East line of a tract of land described in the deed to Texas Electric Service Company recorded in Volume 5413, Page 517, Deed Records, Tarrant County, Texas, said iron rod being the Northwest corner of said Tract 1 and being in the South line of the City of Arlington Right of Way and Easement as described in Volume 9065, Page 1734, Deed Records, Tarrant County, Texas;

THENCE South 89 degrees 47 minutes 30 seconds East, along said South line a distance of 553.29 feet to a 1/2 inch iron rod stamped Beasley RPLS 4050 set at the beginning of a curve to the right, said iron rod set being the Northwest corner of a tract of land described in the deed to the City of Arlington recorded in Volume 10164, Page 461, Deed Records, Tarrant County, Texas;

THENCE along the most Northerly South line, the West line, and the most Southerly North line of said City of Arlington tract the following courses and distances:

Southeasterly, 125.18 feet along said curve to the right, having a radius of 80.00 feet, a central angle of 89 degrees 39 minutes 10 seconds and a chord bearing South 44 degrees 57 minutes 55 seconds East 112.79 feet to a 1/2 inch iron rod stamped Beasley RPLS 4050 set at the point of tangency;

South 00 degrees 08 minutes 20 seconds East, a distance of 123.21 feet to a 1/2 inch iron rod stamped Beasley RPLS 4050 set at the beginning of a curve to the left;

Southerly, 135.73 feet along said curve to the left, having a radius of 1,332.50 feet, a central angle of 05 degrees 50 minutes 10 seconds and a chord bearing South 03 degrees 03 minutes 25 seconds East 135.67 feet to a 1/2 inch iron rod stamped Beasley RPLS 4050 set at the point of tangency;

South 05 degrees 58 minutes 31 seconds East, a distance of 162.86 feet to a 1/2 inch iron rod stamped Beasley RPLS 4050 set at the beginning of a curve to the right;

Southerly 128.35 feet, along said curve to the right, having a radius of 1,260.00 feet, a central angle of 05 degrees 50 minutes 11 seconds and a chord bearing South 03 degrees 03 minutes 22 seconds East 128.29 feet to a 1/2 inch iron rod stamped Beasley RPLS 4050 set at the point of tangency;

South 00 degrees 08 minutes 20 seconds East, a distance of 1,519.56 feet to a 1/2 inch iron rod stamped Beasley RPLS 4050 set at the beginning of a curve to the right;

Southerly 73.40 feet, along said curve to the right having a radius of 459.75 feet, a central angle of 09 degrees 08 minutes 51 seconds and a chord bearing South 04 degrees 26 minutes 05 seconds West 73.32 feet to a 1/2 inch iron rod stamped Beasley RPLS 4050 set at the point of reverse curvature;

Southerly 77.23 feet, along said curve to the left having a radius of 483.75 feet, a central angle of 09 degrees 08 minutes 50 seconds and a chord bearing South 04 degrees 26 minutes 06 seconds West 77.15 feet to a 1/2 inch iron rod stamped Beasley RPLS 4050 set at the point of tangency;

South 00 degrees 08 minutes 20 seconds East, a distance of 141.58 feet to a 1/2 inch iron rod stamped Beasley RPLS 4050 set at the beginning of a curve to the right;

Southwesterly 120.41 feet, along said curve to the right having a radius of 80.00 feet, a central angle of 86 degrees 14 minutes 14 seconds and a chord bearing South 42 degrees 58 minutes 47 seconds West 108.36 feet to a 1/2 inch iron rod stamped Beasley RPLS 4050 set at the point of tangency;

South 86 degrees 06 minutes 04 seconds West a distance of 263.73 feet to a 1/2 inch iron rod stamped Beasley RPLS 4050 set in a curve to the right;

Westerly, 299.12 feet along a non tangent curve to the right, having a radius of 6,737.50 feet, a central angle of 02 degrees 32 minutes 38 seconds and a chord bearing South 87 degrees 22 minutes 06 seconds West, 299.10 feet to a 1/2 inch iron rod stamped Beasley RPLS 4050 set in the said East line of said Texas Electric Service Company tract;

THENCE North 00 degrees 27 minutes 16 seconds West, along the said East line a distance of 2,553.50 feet to the POINT OF BEGINNING, containing 37.751 acres of land, more or less.

The bearings recited hereon are oriented to the East line of said Texas Electric Service Company tract.

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FIELD NOTE DESCRIPTION

BEING a 0.780 acre (33,995 square foot) tract or parcel of land in the R.R. Ramsey Survey, Abstract 1343, Tarrant County, Texas and being part of the FIRST TRACT as recorded in Volume 4556, Page 758, Tarrant County Deed Records, and being more fully described as follows:

BEGINNING at a point at the intersection of the existing South right-of-way line of Mayfield Road and the East boundary line of said FIRST TRACT for the Northwest corner of the herein described tract said point being 20.00 feet South of the centerline of Mayfield Road;

THENCE, South, along the East boundary line of said FIRST TRACT, 45.00 feet to a point for the Southeast corner of the herein described tract;

THENCE, West, 45.00 feet to a point for the Southerly corner of the herein described tract, said point being the beginning of a curve to the left;

THENCE, Northwesterly, along said curve to the left through a central angle of $89^{\circ}58'10''$, a radius of 20.00 feet, an arc length of 31.41 feet, and a chord bearing North $45^{\circ}01'46''$ West, 28.28 feet to a point in the South right-of-way line of said Mayfield Road for an interior corner of the herein described tract and the point of tangency;

THENCE, West, Parallel to and 45.00 feet South of the centerline of said Mayfield Road, 1255.36 feet to a point in the East right-of-way line of Allen Avenue for the Southwest corner of the herein described tract;

THENCE, North along the East right-of-way line of said Allen Avenue, 25.00 feet to a point on the existing South right-of-way line of said Mayfield Road for the Northwest corner of the herein described tract;

THENCE, East, along the South right-of-way line of said Mayfield Road, 1,320.36 feet to the POINT OF BEGINNING and containing 0.780 acres (33,995 square foot) of land more or less save and except a 0.043 acre (1,875 square foot) tract of land being a 25.00 foot wide strip of land being part of the T.E.S.C.O. right-of-way recorded in Volume 5413, Page 517 of the Tarrant County Deed records.



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FIELD NOTE DESCRIPTION

BEING a 0.014 acre (633 square feet) tract of land in the R.R. Ranev Survey, Abstract No. 1343, Tarrant County, Texas, and being a part of an 80 acre tract as recorded in Volume 4556, Page 758, Tarrant County Deed Records, and being more fully described as follows:

COMMENCING at a point marking the Northwest corner of said 80 acre tract;

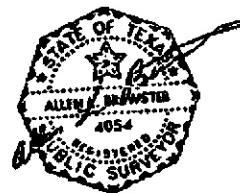
THENCE, South 00°06'13" East, along the West boundary line of said 80 acre tract, 424.06 feet to a point as it intersects the proposed East right-of-way line of Allen Avenue for the Point of Beginning, said point being in a curve to the right;

THENCE, Southeasterly, along said curve to the right through a central angle of 08°44'46", a radius of 430.00 feet, an arc length of 65.64 feet, and a chord bearing South 04°28'36" East, 65.57 feet to a point for the point of tangency;

THENCE, South 00°06'13" East, 83.05 feet to a point;

THENCE, South 89°53'47" West, 5.00 feet to a point in said East right-of-way line of Allen Avenue;

THENCE, North 00°06'13" West, along said East right-of-way line of Allen Avenue, 148.43 feet to the POINT OF BEGINNING and containing 0.014 acre (633 square feet) of land, more or less.



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